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ABSTRACT

This guide to regulation of agency fees, the monies that unions collect from individuals in a bargaining unit who decline to join the union, discusses the rationale for the fees, outlines procedures for collecting them, and provides excerpts of representative agency fee provisions of existing contracts. The principle on which agency fees are based is that nonmembers benefit from union work and should share in the cost of supporting that work. Steps in collecting the fees include: (1) calculating the chargeable and non-chargeable portions of the union budget (those expenditures that nonmembers can and can not be forced to support), (2) establishing procedures for notifying nonmembers about agency fees, for receiving objections, and for resolving appeals, and (3) putting into place a means to collect nonmember fees and enforce the payment obligation. A list of Supreme Court and lower court cases pertaining to the collection and use of agency fees is appended. Agency fee provisions from the contracts of six institutions are also included. (MSE)

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NEWSLETTER

NATIONAL CENTER
FOR THE STUDY OF
COLLECTIVE BARGAINING
IN HIGHER EDUCATION
AND THE PROFESSIONS

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COMPLYING WITH AGENCY FEE REQUIREMENTS: A PRACTICAL GUIDE FOR UNIONS

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Agency fees are monies that unions collect from individuals in a bargaining unit who decline to join the union. They are sometimes called "service fees," "fair share fees," or "representation fees". The rationale for agency fees is that the nonmembers benefit from the work of the union and, therefore, should share in the cost of supporting its work. This paper is designed to present basic concepts on the collection of agency fees.

The subject of agency fees is laced with legal requirements, and there are many sources of law on the subject. In public colleges and universities, both constitutional requirements and the provisions of any public employee bargaining statute must be observed. In the private sector, the requirements of the National Labor Relations Act are controlling. Some agency fee issues have been litigated under the bargaining law in the railroad and airline industries, the Railway Labor Act. These transportation cases provide additional guidance. While sources of law are diverse, basic common principles may be extracted.

Consultation with your union's attorney is important before collecting agency fees. Some nonmembers do not take kindly to making compulsory payments to the union, and the National Right to Work Organization has been active in litigation challenging agency fee systems. Implementing a sound system from the outset can save some headaches.

A few pointers on nomenclature are in order. We need to distinguish union members from nonmembers, and to define the concept of agency fee "obligation". Within the bargaining unit, there are probably both union members, who pay dues and have voting rights, and nonmembers, who do not. Agency fees are assessed on the nonmembers. As explained below, the nonmembers must be given an opportunity to object to the payment of agency fees. Some may take advantage of this opportunity. They become objectors. An objector is one in the bargaining unit

who has not joined the union and who has affirmatively voiced objection to payment of an agency fee.

The group of nonmembers is thus subdivided into those who lodge objections and those who do not. The objectors are entitled to special treatment in that they can only be forced to pay for "chargeable" items in the union budget. The nonmembers who do not object can generally be required to pay the same amount in agency fees as the union's members pay in dues. Limited exceptions may arise from laws or contract provisions, but the general idea is that only the objectors pay a reduced amount to the union.

Having stated the general rule that nonmembers who do not object can be required to pay the equivalent of full union dues, we digress momentarily on the exceptions to the rule. Some states, New Jersey, Illinois, and Minnesota among them, have limited, by statute, the amount that can be collected from a nonmember, even a nonmember who has not filed an objection. So start from the premise that only objectors pay a reduced fee, but then look into whether any requirements exist that would limit the fees to be collected even from nonmembers who are not objectors.

GETTING STARTED

Perhaps, your union has negotiated a contract provision for the collection of agency fees, or perhaps, you are entitled to collect fees by operation of your public sector bargaining law. What do you do now? There are three basic steps:

1. Calculating the chargeable and nonchargeable portions of the union budget;

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Editor's Note: The views expressed herein are those of the author and not necessarily those of the National Center for the Study of Collective Bargaining in Higher Education and the Professions.

2. Establishing procedures for notifying nonmembers about agency fees, for receiving objections, and for resolving appeals; and
3. Putting into place a means to collect non-member fees and enforce the payment obligation.

The local union treasurer might be a logical candidate to work on these steps, in conjunction with union staff. Some accounting assistance will be necessary, and legal help as well. The union governing board may want to review the calculations, formally adopt the procedures, and review appeals and proposed enforcement actions.

Once sound procedures are in place, the continuing obligations involve annual calculations, distribution of notice about the agency fee system, and receipt and processing of any objections. These steps do require some effort, but most unions find that the financial gains accruing from collecting agency fees outweigh the burden. As a side benefit, carefully analyzing the union's expenditures can aid, generally, in financial management.

CALCULATING CHARGEABLE AND NONCHARGEABLE AMOUNTS

The union's expenditures must be divided into two categories: chargeable and nonchargeable amounts. These are the expenditures that objecting nonmembers can and cannot be forced to support. In very general terms, nonmembers are obliged to support the basic work of the union, but need not support collateral activities that it undertakes.

The Supreme Court explained this distinction in *Ellis v. Railway Clerks*, (466 U.S. 435 (1984)):

Hence, when employees such as petitioners object to being burdened with particular union expenditures, the test must be whether the challenged expenditures are necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues. Under this standard, objecting employees may be compelled to pay their fair share of not only the direct costs of negotiating and administering a collective-bargaining contract and of settling grievances and disputes, but also the expenses of activities or undertakings normally or reasonably employed to implement or effectuate the duties of the union as exclusive representative of the employees in the bargaining unit.

A major category of nonchargeable expenses is those items available to members only. If a nonmember does not receive union publications or group insurance, for example, he or she may not be compelled, over objection, to finance these items. Further illustration will help clarify chargeable and nonchargeable expenditures. Please note that

requirements vary by state, and that the law is evolving. Do not take these illustrations as gospel.

CALCULATION REQUIREMENTS

Sound financial records are necessary so that chargeable and nonchargeable expenditures can be reliably identified. The union's financial statements may group expenditures by program, adding together all costs associated with a particular program or project, such as negotiations, contract administration, or sponsoring a conference. Under such a program budget, paid staff time, telephone costs, rent, and other incidentals would be included in the total for each program. The union's financial statements might instead, group expenditures by category, such as salaries, rent, postage, and travel, without reference to particular programs.

Under either system, all expenditures would have to be allocated as chargeable or nonchargeable. In a program budget, all of the negotiation expenses would be chargeable. In a budget based on categories, the costs associated with negotiations would have to be identified within the lines for salaries, telephone, postage, and so forth.

If you do not have one already, some system will have to be developed for tracking the activities of any paid union staff member, so that their salaries can be allocated into chargeable and nonchargeable shares. Time sheets are one common mechanism. These need not be daily; time sheets might be maintained for a typical week or two each month and used as the basis for extrapolation. Other mechanisms might be diaries or regular interviews with staff about their activities.

Some unions track other expenses such as postage, telephone, and photocopying, or make reliable estimates as to chargeable and nonchargeable components of such expenses.

Someone knowledgeable about agency fee matters, such as the union attorney or an accountant with previous experience in agency fees, should be involved in the initial designations of chargeable and nonchargeable expenditures. Expenditures in doubt should be treated as nonchargeable.

The Supreme Court commented on the calculation requirements in the *Hudson* case. The Court stated that unions in the public sector should not be held to a standard of "absolute precision" and that, for example, the fee can be calculated on the basis of expenses during the preceding year. The Court called for verification of the calculations by an independent auditor. This auditor requirement has been examined in some later cases in the lower courts. Several courts have held that the auditor's job is not to allocate expenses as chargeable and nonchargeable. (*Hudson* on remand, 699 F.Supp. 1334 (N.D. Ill. 1989)). The auditor's function is rather to assure that the union has a reliable system for tracking expenditures and that the money was spent

(continued on page 4)

CHARGEABLE AND NON-CHARGEABLE UNION EXPENDITURES

<u>Examples of Chargeable Expenses</u>	<u>Case Reference</u> (See Appendix for case citations)
Negotiation Grievance handling Arbitration Union conventions Union social activities	<u>Ellis</u> <u>Ellis</u> <u>Ellis</u> <u>Ellis</u> <u>Ellis</u>
Publications (except for portions reporting on nonchargeable activities)	<u>Ellis</u>
Litigation related to the union's functions or organizational maintenance, if it pertains to the particular bargaining unit in which the objector is employed	<u>Ellis</u>
Lobbying germane to the bargaining representative's duties, such as fringe benefits or budget allocations to the university	<u>Champion, Lehnert, New Prairie, Robinson, but see NLRB General Counsel's Guidelines (11/15/88)</u>
Training workshops, professional development activities, academic freedom work	<u>Abels, Knight, Lehnert</u>
Payments made to state and national affiliates and used at those levels for chargeable activities	<u>Kilpatrick, Abels</u>
Union overhead	<u>DuQuion</u>
<u>Examples of Nonchargeable Expenses</u>	<u>Case References</u>
Political campaign contributions	<u>Street</u>
Lobbying on ideological issues unrelated to union functions, for example, abortion or gun control	<u>University of Detroit</u>
Benefits available only to members such as insurance or publications	<u>Ellis</u>
Organizing new members (as distinct from soliciting and processing renewals of current members)	<u>Ellis, Lehnert</u>
Grant to another local union	<u>Lehnert</u>

as indicated. Some unions that are more centralized at the state or national levels forego having auditors examine the financial statements of each local unit instead, extrapolating from the national and state audited statements.

To summarize to this point, the union's expenditures should be reflected in reliable financial records. A mechanism should exist for allocating staff salaries. Expenses should then be designated as chargeable or nonchargeable, and the calculations reviewed by an independent auditor.

OBJECTIONS AND APPEAL PROCEDURES

Now that you've got your calculations in order, the next steps are to notify the "potential objectors," receive and process any objections filed, adjust the payments made by objectors to the "chargeable" amount, and provide an impartial appeal route.

1) **Notice to Nonmembers:** All nonmembers must receive notice about the calculation of the agency fee. In *Hudson*, the Supreme Court directed public sector unions to give advance notice to potential objectors of the agency fee, with "sufficient information to gauge the propriety of the union's fee". Some unions that distribute their newsletters to nonmembers put the notice in the newsletter, others send out the notice as a separate mailing. If you do a separate mailing, consider whether you want to send it to union members in addition to nonmembers.

The NLRB General Counsel issued guidelines in November, 1988 suggesting that standards developed in the public sector might also apply in the private sector. She indicated that the notice should go out as soon as practicable after the end of the union's fiscal year. The degree of detail required in the notice should be discussed with the union attorney.

2) **Objections:** The nonmembers must have a reasonable time period in which to file an objection, explained in the notice. The objection need not be specific. "I object" is enough, and the objector need not identify any portion of the calculations with which he or she takes issue. Upon receipt of an objection, the union should cease collecting the nonchargeable amount from that individual. Nonmembers who do not lodge objections generally require no special treatment other than the annual notice, unless the contract or bargaining law specifies to the contrary. Agency fee payers can be required to resubmit objections each year. If after the fee is reduced to the chargeable items some expenditures remain in dispute, an escrow can be used as additional protection.

3) **Appeal Procedures:** Objectors must have access to an impartial forum for appeal of the amount of the chargeable and nonchargeable expenditures. The basic obligation to pay some fee is not subject to challenge (assuming that the union's procedures are adequate). Some state PERBs have mechanisms for appealing the amount of the fee, while other systems rely on arbitrators to perform this function. The

American Arbitration Association has special rules on agency fee cases and arbitrators specifically designated for this work. The union cannot unilaterally select the arbitrator. It does, however, generally wind up paying for the arbitration.

In the private sector, an objector can challenge the union's calculations through a charge filed with the NLRB. Any disputed amounts must be held in an interest-bearing escrow account while the charge is being processed. If the union has established an adequate neutral arbitration system, the NLRB will, under certain circumstances, hold the charge in abeyance until the arbitration is completed.

Whoever the impartial decisionmaker is, the union bears the burden of proof in the appeal proceeding. The union may have to adduce evidence showing how its financial recordkeeping system works, how it allocated expenditures as chargeable and nonchargeable, what notice the nonmembers received, and how it handled objections.

COLLECTION AND ENFORCEMENT MECHANISMS

Once your expenditure calculations and procedures are in place, the final step is to collect the agency fees. Payroll deduction is the most common method for collecting union dues, and may also be used for payment of fees. Fees can also be collected by direct payment from the nonmembers, a method obviously more prone to result in nonpayment.

Enforcing the obligation to pay fees against any delinquent nonmembers may become necessary, and it can be a ticklish business. Several options are discussed below, and the advice of counsel would be important in selecting these or other avenues:

1) **Litigation.** Small claims court actions are sometimes filed against delinquent nonmembers and, provided that the union's procedures are adequate, can be successful. (See *San Lorenzo*, *Fort Wayne*).

2) **Suspension without pay.** At least one AAUP chapter negotiated a contract provision that nonmembers who are in arrears and who do not respond to notices of the delinquency can be suspended without pay for a number of days so that the lost salary equals the unpaid fee. Suspensions are generally implemented over the Christmas holiday period, so that teaching duties are not disrupted.

3) **Dismissal.** Dismissal may be an option under your contract or state law for nonpayment of fees. This sanction should be used with extreme caution.

4) **Ignoring the problem.** If the number of delinquent nonmembers is small, some unions choose simply to ignore the fact of nonpayment.

Note that some individuals may have religious beliefs conflicting with the payment of fees to unions. Unions should proceed with special care (and legal advice) in these situations. (See generally *EEOC v. University of Detroit*).

You are now equipped with basic information on the three steps for unions to implement an agency fee system: calculating the chargeable and nonchargeable expenditures; establishing procedures for notice, objections, and appeals; and collecting from willing and unwilling payers. With a little help from an accountant and a lawyer, your system should meet the necessary requirements.

APPENDIX

There is a large body of case law in the federal and state courts on the collection and use of agency fees. The Supreme Court decisions are of central importance, and many lower courts have provided elaboration of the basic rules enunciated by the United States Supreme Court. This case list is illustrative, not exhaustive, and some of the citations may require updating. The list will provide an introduction to lawyers unfamiliar with the area. Unfortunately, there seems to be little commentary accessible to nonlawyers on agency fee requirements. Perhaps, once the law settles down a bit from the current activity, more will be written.

- 1) The major United States Supreme Court agency fee decisions:

Railway Employees' Dept. AFL v. Hanson, 351 U.S. 225 (1956) (construing both Railway Labor Act and Constitution).

International Association of Machinists v. Street, 367 U.S. 740 (1961) (Railway Labor Act).

Brotherhood of Railway and Steamship Clerks v. Allen, 373 U.S. 113 (1963) (Railway Labor Act).

Aboud v. Detroit Board of Education, 431 U.S. 209 (1977) (Constitution).

Ellis v. Brotherhood of Railway Clerks, 466 U.S. 435 (1984) (Railway Labor Act).

Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) (Constitution).

Communications Workers of America v. Beck, 108 S.Ct. 2641 (1988) (Nat'l Labor Relations Act).

- 2) Some of the many lower court agency fee decisions, including discussion of chargeable and nonchargeable expenditures.

Champion v. California, 738 F.2d 1082 (9th Cir. 1984).

Lehnert v. Ferris Faculty Association, 643 F.Supp. 1306 (W.D. Mich. 1986), 685 F.Supp. 164 (W.D. Mich. 1987), appeals pending.

New Prairie Classroom Teachers Association v. Stewart, 487 N.E.2d 1324 (Ind. App. 1986).

Kilpatrick v. Board of Education, 535 A.2d 1311 (Conn.S.Ct. 1988).

EEOC v. University of Detroit, 701 F.Supp. 1326, 48 FEP Cases 1021 (E.D. Mich. 1988).

Abels v. Monroe County Education Association, 489 N.E.2d 533 (Ind. App. 1986).

Robinson v. New Jersey, 741 F.2d 598 (3d Cir. 1984), 806 F.2d 442 (3d Cir. 1986).

DuQuion Education Association v. Bosecker, Illinois Education Labor Relations Board, 1988, discussed in Government Employee Relations Report, 5-9-88.

Damiano v. Matish, 830 F.2d 1363 (6th Cir. 1987).

Some lower court decisions with discussion on the adequacy of union agency fee procedures:

Tierney v. City of Toledo, 824 F.2d 1497 (6th Cir. 1987).

Hudson v. Chicago Teachers Union, on remand, 699 F.Supp. 1334 (N.D. Ill. 1989).

Andrews v. Education Association of Cheshire, 829 F.2d 335 (2d Cir. 1987), aff'g 126 LRRM 2844 (D.Conn. 1987).

Lowary v. Lexington Local Board of Education, 854 F.2d 131 (6th Cir. 1988).

San Lorenzo Education Association v. Wilson, 654 P.2d 202 (Cal. Sup. Ct. 1982).

Fort Wayne Education Association v. Goetz, 443 N.E.2d 364 (Ind. App. 1982).

Anderson Federation of Teachers v. Alexander, 416 N.E.2d 1327 (Ind. App. 1981).

Hohe v. Casey, 129 LRRM 249 (M.D. Pa. 1988), aff'd, No. 88-5735 (3d Cir. 1989).

Jordi v. Sauk Prairie School Board, 651 F.Supp. 1566 (W.D. Wisc. 1987).

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REPRESENTATIVE AGENCY FEE PROVISIONS

The following contractual agency fee provisions have been selected from the NCSCBHEP contract data file and are excerpted for illustrative purposes. Caution should be exercised in utilizing these provisions without reviewing the entire collective bargaining agreement.

BELLEVILLE AREA COLLEGE/AAUP/AFT
EXP. DATE: 1992

ARTICLE IX **FAIR SHARE**

Section 9.1.

Fair Share Fee. Full-time faculty members who are non-Union members shall be required 60 days after the date of hire and continuing for the term of this agreement, to pay a fair share fee in accordance with this Article. Each faculty member's fair share shall be computed as follows: At the end of each academic year, the Union will compute and supply to the College administration the cost of the collective bargaining process and defense of this Agreement for that academic year, divided by the total number of full-time faculty members. One-eighteenth of this total fair share amount shall then be deducted from each non-Union faculty member's pay during each of the first 18 pay periods for that faculty member during the following academic year. Thereafter, the amount of fair share fee due and owed by each non-Union faculty member shall be deducted in this same manner during any academic year, based upon actual collective bargaining and contract administration costs experienced by the Union during the preceding academic year.

Should any faculty member object to paying a fair share fee to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such faculty member is a member, an amount equal to the faculty member's fair share should be paid to a non-religious charitable organization mutually agreed upon by the faculty member and the Union. If the faculty member and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Union shall certify to the College the charitable organization to which such payments are to be made, or the faculty member may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

BLACK HAWK COLLEGE/AFT
EXP. DATE: 1990

Section 5.11.

Fair Share

All Employees covered by this Agreement who are not members of the Union, commencing on July 1, 1988, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month starting with the first full month of employment, their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Illinois Educational Labor Relations Board rule (IELRB).

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and such deductions shall be remitted by the 15th day of the succeeding month to the Treasurer of the Union, unless required to remit a fee to the IELRB for escrow. If a faculty member has no earnings due for a given pay period, the Union shall be responsible for collecting such faculty member's fair share amount.

The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share....

Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

CITY UNIVERSITY OF NEW YORK/PSC
EXP. DATE: 1990

4.1 Check-Off

The University agrees to the principle of exclusive check-off of annual PSC dues in amounts to

be determined by the PSC in accordance with the forms and procedures approved by the Comptroller's Office of the City of New York or State of New York. Withholding authorizations will be submitted to the appropriate University authorities. The University, together with the PSC, shall develop procedures in conjunction with the Comptroller's Office to expedite the deduction of dues and the prompt remission of same to the PSC.

When a member on dues deduction is transferred from one unit of the University to another, authorization to withhold dues shall be forwarded to the new payroll office.

4.2 Agency Shop

The University and the PSC agree that employees covered by this Collective Bargaining Agreement shall be subject to an agency shop fee deduction to the extent permitted by Article Fourteen of the Civil Service Law in accordance with procedures agreed on by the parties.

NORTHERN MICHIGAN UNIVERSITY/AAUP EXP. DATE: 1990

1.7 AGENCY SHOP

1.7.1 During the life of the Agreement and to the extent the laws of the State of Michigan permit, every bargaining unit member beginning with the month following thirty (30) calendar days after the execution of this Agreement; or thirty (30) days after employment in the bargaining unit, whichever date is later, and monthly thereafter, shall tender to the Association, as a condition of continued employment in the bargaining unit, either periodic and uniformly required Association dues, or, in the alternative, a service fee in an amount not greater than the periodic and uniformly required Association dues, which service fee shall be deposited by the Association in the AAUP Scholarship Fund....

1.7.2 An employee shall be terminated at the end of the current semester under Section 1.7.1 of this Article when:

- a. the Association first has notified the employee by letter, explaining that the faculty member is delinquent in not tendering either periodic and uniformly required Association dues or service fees in an amount not greater than the periodic and uniformly required Association dues, specifying the current amount of such delinquency, and warning the employee that unless such dues or service fees are tendered within thirty (30) calendar days, the employee will be reported to the Board for termination as provided in this Article; and

- b. the Association has furnished the Board with written proof that the procedure of Section 1.7.1 of this Article has been followed and has supplied the Board with a copy of the letter sent to the employee and notice that the employee has not complied with the request. The Association must specify further, when requesting the Board to terminate the employee, the following by written notice: "The Associate certifies that _____ has failed to render either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the collective bargaining Agreement and that under the terms of the Agreement, the Board is requested to terminate the employee at the end of the semester."...

1.7.4 The Board will advise new employees of their obligations under this Article, in writing, and will provide them with an authorization for deduction of Association Dues or Service Fees form and the address of the Association headquarters.

RIDER COLLEGE/AAUP EXP. DATE: 1991

ARTICLE XX AGENCY RIGHTS

A. Association Security

The parties recognize that this is an agency shop agreement, and in accordance with such it is understood that each bargaining unit member who is not a member of the AAUP shall, nevertheless, thirty (30) days following commencement of employment or the execution date of this Agreement, whichever is later, be required to contribute to AAUP as representation costs, an amount equivalent to such dues as are from time to time authorized, levied, and collected from the general membership of AAUP. Bargaining unit members who are not members of AAUP and who, annually in the case of full-time members of the bargaining unit and upon each appointment for part-time faculty, file an affidavit with the College, together with a copy thereof with the AAUP, to the effect that such individuals conscientiously object to participation in and support of collective bargaining activities on their behalf shall be required to make a contribution to the Rider College Memorial Scholarship Fund in an amount equivalent to the representation costs for which they would otherwise have been responsible. Such individuals shall forward to the AAUP a check payable to the Rider College Memorial Scholarship Fund and the AAUP shall promptly transmit the check to such Fund. Upon payment of such contribution, a bargaining unit member shall have no

further obligation under the provisions of this Article for the balance of such academic year or, in the case of a part-time bargaining unit member, for the balance of such semester or season.

B. Enforcement

The parties recognize that the failure of any member of the bargaining unit to pay his dues or representation costs to AAUP or his/her in lieu contribution to the Scholarship Fund as aforesaid shall be deemed just and reasonable cause for the termination of such individual's employment and for the non-reappointment of such individual in a bargaining unit position at Rider College.

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT/NEA EXP. DATE: 1990

ARTICLE VIII

PAYROLL DEDUCTIONS

B. Association Dues and Agency Fee

Any certificated employee who is not a member of the Association or who does not make application for membership within thirty (30) days of the effective date of this agreement, or, for those hired after the effective date of this agreement, within thirty (30) days from the date of commencement of teaching duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessment, payable to the Association; provided, however, that the certificated employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this Article.

If, by any reason of religious conviction, a member of the bargaining unit cannot support membership in the Association, then the member shall contribute an amount equal to all regular and periodic duties as appropriate, to the Shasta College Scholarship Fund. In the event that a certificated employee shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph 1, the Board shall, pursuant to Government Code, Section 3540.1 (i) (2), immediately cause the termination of employment of such certificated employee. The parties agree further that the failure of any certificated employee to remain a member in good standing of the Association or to pay the equivalent of Association dues, initiation fees, and general assessments during the term of this agreement shall constitute, pursuant to Government Code, Section 3540.1 (1) (2), just and reasonable cause for discharge from employment. This provision does not apply to part-time hourly unit members during any semester when such member works forty-five (45) or less faculty contact hours.

UNIVERSITY OF MINNESOTA/NEA EXP. DATE: 1989

106.000

DUES CHECK OFF AND FAIR SHARE FEE DEDUCTIONS

106.100 Dues Check Off

106.110 Right to Dues Check Off

Members who are members of the Association shall have the right to request that dues payable to the Association be checked off by the Employer.

106.120 Dues Check Off Procedure

Any Member who wishes to exercise his/her right to dues check off shall present a written request to the Association. The Association shall forward the request to the Employer at least ten days prior to the end of the payroll period in which the dues check off is requested.

106.200 Fair Share Fee Deductions

106.210 Right to Fair Share Fee Deduction

In accordance with PELRA, the Association may require Members who are not members of the Association to contribute a fair share fee for services rendered by the Association.

106.220 Fair Share Fee Deduction Procedure

If the Association elects to require Members who are not members of the Association to contribute a fair share fee for services rendered by the Association, the Association shall provide written notice of the amount of the fair share fee assessment to the Employer and shall list the Members from whom such a fee is being required.

106.300 Periodic Deductions

The Employer shall make equal monthly dues check offs and fair share fee deductions for all members from whom such deductions are made.

106.400 Payments of Dues and Fair Share Fees to the Association

The Employer shall remit dues which have been checked off pursuant to written request and fair share fee deductions which have been required to the Association, except as otherwise provided by PELRA. The Employer shall transmit the aggregate of the dues check off, the fair share fee deductions made and an itemized statement of those dues and fees to the Association no later than fifteen days after the end of the payroll period during which the dues were checked off and no later than fifteen days after the fees were deducted or the final determination of a challenge, whichever is later.